

This Indenture of two parts made and concluded this sixth day of September, in the year one thousand eight hundred and seventy three by and between Thomas Tree of Hingham, in the County of Plymouth and Commonwealth of Massachusetts of the first part and the Inhabitants of the town of Hingham of the second parts. Witnesses;

That the said party of the first part for the consideration of the sum of money to be paid by the said party of the second part as herein after mentioned and the covenants and agreements herein after recited to be kept and performed by the said party of the second part doth for himself, his executors, administrators and assigns, Covenant, promise and agree with the said party of the second part, that he the said party of the first part shall and will at his own cost and charge, Blast, Break, and prepare for removal the Rocks, and Ledge or Ledges of Rocks, at "Rocky Hill" so called on East Street, in said town of Hingham, in the manner and form, according to the accompanying plans, marked "A. B. & C" all of which are to be signed by the said parties to this indenture, and according to the following specifications, entitled Specifications for Blasting and Breaking the Rocks and Ledge in the road at "Rocky Hill" on East Street, Hingham

First, The material now covering the Rocks and Ledge is to be removed at the cost and charge of the said party of the second part so far as to enable the said party of the first part to commence the work of Blasting on the first day of October A.D. 1873, at which time the said party of the first part shall commence the said work of Blasting and Breaking and shall continue thenceforward to prosecute the same without delay to its completion.

Second, The road now at present in use for travel is to be kept open for that purpose until the rocks and ledge on the northwest side of said travel part of said road shall be completed and graded and made suitable for travel when the said party of the first



part will proceed to remove the present road bed.

The extent and amount of materials to be removed are shown by the accompanying plans marked "A. B. & C."

Fourth. The said party of the first part shall blast the rocks and ledge and break them into pieces and fragments of such size that they can be readily loaded into carts and wagons for removal, and when so prepared by the said party of the first part, the same are to be removed by the said party of the second part at the proper cost and charge of said party of the second part, the said party of the first part placing said pieces and fragments of Rock in such position and places as will enable the said party of the second part to readily approach and load them, and when said pieces and fragments of rock are so prepared the same shall be removed by said party of the second part so that said party of the first part shall not be unnecessarily delayed in the prosecution of his work.

Fifth. The said party of the first part shall be liable and held responsible for any and all the injury that the prosecution of the said work of Blasting may cause and occasion to property in the vicinity and if any injury to such property shall be sustained and caused by said Blasting the said party of the second part will retain a sufficient sum from the amount of any payment due or to become due to said party of the first part, until the claim for injury sustained by any person or persons shall be satisfactorily adjusted and paid for by said party of the first part.

Sixth. Payments. The said party of the second part hereby covenants and agrees to pay to said party of the first part as the consideration herein before mentioned the sum of Seven hundred dollars in the following manner viz. One half part of said sum when the rocks and ledge on the north-west side of the present traveled road bed shall be removed and that part of the road shall be graded and prepared for travel, and the remainder of said sum of Seven hundred dollars, on the completion of the whole work, provided always that the said party of the first part,



shall well and truly perform the work, according to these specifications and the accompanying plans, and provide always that the said party of the first part shall have adjusted and paid all and singular the claims of any person or persons for any injury or damage that may have arisen from the prosecution of the work of Blasting and Breaking of said rocks and ledges as hereinbefore mentioned. And the said party of the second part hereby covenants and agrees to do and perform all and singular the work herein before named for said party to do and perform.

And the said parties hereto do hereby further covenant and agree each with the other that if any question or questions of difference shall arise under this indenture in the prosecution and completion of the work herein specified as to be done by either or both parties hereto and of the payments to be made in consideration thereof all such questions shall be submitted by said parties to Quincy Bicknell

whose decision thereon shall be final and binding upon us parties hereto and we do hereby agree to abide by and to be satisfied with such decisions, in which may be included all the expense of said Arbitrator in making said decisions.

In witness whereof, the said Thomas Fee, the party of the first part and the Inhabitants of the town of Hingham, the party of the second part, by and through Seth L. Hobart, Seth Sprague and De Witt Clinton Bates, the Selectmen of said Hingham, duly authorized thereto have interchangeably set their hands and seals this day and year first before written to this and one other instrument of like tenor and date. Thomas Fee

Executed and delivered

in presence of

Ellen M. Fee by.

Inhabitants of the town of Hingham

Seth L. Hobart

De Witt C. Bates

Selectmen of Hingham



Indenture

Thomas Free

<sup>v</sup>  
Inhabitants of Hingham.